

# **IT Professional Technical Services Master Contract Program T#:902TS**

## **Statement of Work (SOW) For Technology Services Issued By**

**Minnesota State Colleges and Universities System Office**

**Project Title:** Information Security Office Payment Card Industry  
Qualified Security Assessor

**Service Category: Architecture Planning & Assessment -  
Security**

### **Business Need**

- To assist MnSCU in addressing the Payment Card Industry Data Security Standards (PCI DSS) contract requirements for accepting payment/credit cards, the system office Information Security Office (ISO) within Minnesota State Colleges and Universities seeks a Payment Card Industry Qualified Security Assessor (PCI QSA) to provide advisory services and assigned deliverables related to PCI DSS compliance requirements for the system office and institutions.
- The services provided by the PCI QSA will be under the direction of the ISO and may be utilized by the system office or to institutions across the system.
- The ISO will utilize the services of the selected vendor on an ongoing basis.

### **Deliverables**

- The selected vendor will provide a certified QSA staff member.
- The QSA staff member will provide advisory services and deliverables as assigned by the ISO.

### **Project Environment (State Resources)**

The following list contains the MnSCU staff that will be involved and their roles:

- Project Sponsor – Darrell Huish, Vice Chancellor Chief Information Officer
- Project Manager – Jim Pulliam, Chief Information Security Officer
- Project Architect – John Ladwig, Security Architect
- Project Team - Information Security Office Team

# Agency Project Requirements

The successful responder will:

- Primarily work on site at MnSCU System Office at 30 Seventh Street East, Suite 350 St. Paul, MN 55101.
- Work may be required, as directed at various outstate locations. Work shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan as defined by the Commissioner of Employees Relations.
- Services will be requested on an as needed basis and is not a full-time on site engagement. General expectation is no more than one week from request to resource available.
- The vendor selected will maintain status as an authorized PCI QSA vendor and the staff member assigned to MnSCU will maintain QSA certification throughout the duration of the engagement.

## Responsibilities Expected of the Selected Vendor

Vendor will:

- Provide training/knowledge transfer to appropriate MnSCU technical and business staff members
- Provide a qualified staff member with listed skills.
- Provide consistent advice regarding PCI compliance.
- Consult and advise on contracts and purchases with PCI implications. Provide draft contract language as requested.
- Provide services, under the direction of the ISO, for the system office or to institutions across the system.

## Required Skills

Required minimum qualifications:

- Qualified Security Assessor certification in good standing;
- Ability to develop technical and non-technical documentation and presentation materials using Microsoft office products;
- Ability to present ideas in user-friendly language to facilitate knowledge transfer.

## Desired Skills

- Three (3) plus years PCI experience within a Higher Education setting.
- Extensive experience with level 4 merchants.

## Process Schedule

- |  |                          |
|--|--------------------------|
| • Deadline for Questions                     | 2/29/2012, 2:00 P.M. CST |
| • Anticipated Response to Questions          | 3/1/2012                 |
| • Proposals Due                              | 3/7/2012, 2:00 P.M. CST  |
| • Anticipated Proposal Evaluation Begins     | 3/8/2012                 |
| • Anticipated Proposal Evaluation & Decision | 3/12/2012                |

## Questions

Prospective responders who have technical questions regarding this Statement of Work are asked to submit questions to: Nathan.Sorensen@csu.mnscu.edu via e-mail by Wednesday 2/29/2012 2:00 P.M. CST. All questions received by the due date will be sent to vendors requesting the SOW.

Other MnSCU personnel are **NOT** authorized to discuss this Statement of Work before the submission deadline. Contract regarding this SOW with other MnSCU personnel could result in disqualification.

# SOW Evaluation Process

- Company (10%)
- Experience (20%)
- Required Skills (20%)
- Desired skills (30%)
- Cost (20%)

**Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.**

## Response Requirements

Vendor shall respond with the following:

- Company overview:
  - 1) Company history, growth
  - 2) Company organizational structure
  - 3) Current financial data if publicly available

Explanation of how the vendor will approach their participation in the engagement that includes:

- 1) Resume of proposed staff member(s) (including staff qualifications, resumes, etc.)
  - 2) Contract/change management procedures
  - 3) Cost
- Conflict of interest statement as it relates to this engagement
  - Required forms to be returned or additional provisions that must be included in proposal
    - a) Affirmative Action Certificate of Compliance (if over \$100,000)  
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
    - b) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
    - c) Certification Regarding Lobbying  
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
    - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form  
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

## Proposal Submission Instructions

Sealed proposals must be received at the following address not later than 2:00 p.m. CST on Wednesday, 3/7/2012.

Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered. Proposals must be submitted with the envelope or packaging plainly marked on the outside: "INFORMATION SECURITY OFFICE PAYMENT CARD INDUSTRY QUALIFIED SECURITY ASSESSOR."

Institution: MnSCU SYSTEM OFFICE

Name: Nathan Jay Sorensen

Title: ITS Contract and Purchasing

Address: 30 Seventh Street East, Suite 350 Saint Paul, MN 55101-7804

Telephone: 651-201-1524

The responder shall submit four (4) copies of its response and a compact disc with the response in Microsoft Word and/or PDF format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Expiration date for vendor's price/terms guarantee June 30, 2014. Price and terms of the proposal as stated must be valid for the length of the resulting contract.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

## **General Requirements**

### **Proposal Contents**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

### **Liability**

Indemnification: In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

1. Intentional, willful, or negligent acts or omissions; or
2. Actions that give rise to strict liability; or
3. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

### **Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be

made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

### **IT Accessibility Standards**

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

### **Nonvisual Access Standards**

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

**[Required clause for all contracts that will NOT be funded either in whole or in part by federal money and that are subject to federal disadvantaged business enterprise regulations.]**

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

**[Optional language when agency determines to preclude foreign outsourcing. NOTE: Must not be used when work order is expected to be in excess of the WTO threshold of \$554,000 or when it is being considered as part of the work order contract award evaluation criteria.]**

#### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.